

3-48-3

Joseph Cornell

Joseph Cornell

MP FM0520

LOT

369

$$\begin{array}{r} 14 \\ 48 \\ \hline \end{array}$$

$$\begin{array}{r} 192 \\ 48 \\ \hline \end{array}$$

$$\begin{array}{r} 124 \overline{) 672} \quad (4 \frac{2}{3} \\ \underline{576} \\ 96 \end{array}$$

$$\begin{array}{r} 8 \quad 112 \\ 12 \quad 15 \\ \hline \end{array}$$

$$16 \overline{) 130} \quad (8$$

Consulate of the United States of America
Port of Honolulu } to wit-
Hawaiian Islands }

By this Public Instrument of Declaration and Protest;
Be it known and made manifest unto all to whom these presents
shall come, or may concern - That on the third day of December
one thousand eight hundred and seventy-four before me
J. Scott Consul of the United States of America for Honolulu
H. I. and the Chaplains thereof, personally came and
appeared S. Hickmott, Master of the Ship or Vessel called
the "Joseph Maxwell" of New Bedford of the burden of 262⁵²/₁₀₀ tons,
or thereabouts, then lying in the port of Honolulu laden
with Whale-oil, Whalebone and Shorks as cargo. Who duly
noted and entered with me the said Consul his Protest
for the uses and purposes hereafter mentioned, and now on
this day, to wit, the day of the date hereof before me the
said Consul, again comes the said Stephen Hickmott Master
and requires me to extend this Protest, and together with
the said Stephen Hickmott also comes Daniel F. Whitney,
First Officer, Peter Gooch, Second Officer and Lewis H.
Scarson, Boatsteerer and Thos. O'Keefe, Boatsteerer of
and belonging to the said ship, all of whom being by me
duly sworn on the Holy Evangelists of Almighty God, did
severally, voluntarily, freely and solemnly declare, depose and
state, as follows, that is to say: That there appeared on the

twenty-second day of December 1873, in their capacities aforesaid, sailed in and with the said Bark from the port of Honolulu laden with whaling implements and stores and bound on a whaling cruise, that the said ship was then tight, staunch, and strong; had her cargo well and sufficiently stowed and secured; had her hatchways well caulked and covered; was well and sufficiently manned, victualled, and furnished with all things needful and necessary for a vessel in the whaling service; and particularly for the voyage she was about to undertake; that after leaving Honolulu on the twenty-second day of December 1873 they proceeded in search of whales. They cruised Westward to Japan and from Japan to the Arctic Ocean arriving there about the first of June 1874. Nothing particularly worthy of note occurred thencefar, nor until about the 25th of Sept. 1874, when heavy gales, strong winds, and a heavy sea commenced. Coming from various quarters, and the Bark under short sail labored heavily, when the ship was found to be leaking at the rate of about one thousand strokes per day. On the 27th of Sept. 1874 they encountered a heavy gale from the S.E. and S.S.E. with heavy sea. When it was found that the ship was leaking at the rate of twelve hundred strokes per day. — On the seventh day of Oct. 1874 the ship was found by the pumps to be leaking four thousand strokes in every twenty-four hours —

On the 13th day of Oct. they left the Arctic Ocean and headed
for Plover Bay to "try" out Blubber and avoid heavy seas
the ship leaking four thousand strokes per day and had
a strong wind and heavy sea until they arrived at East
Cape on the 18th day of Oct. 1874. Ship leaking six thousand
strokes per day when they anchored in Plover Bay. The ship
leaking at the rate of three thousand strokes per day while
in the Bay. They left Plover Bay on the 30th day of
October for Honolulu H. Id. Where they arrived on the
second day of December 1874 encountering heavy gales
till they arrived in the latitude of 40° N. the ship leaking
from four to ten thousand strokes per day. From latitude
40° N. the ~~Howulup~~ weather was moderate, but
the leak continued at about ten thousand strokes per
day. And these said Appraisers upon their oaths
aforesaid do further declare and say: That during
the said Voyage they, together with the others of said
Ship's Company used their utmost endeavours to
preserve the said Bark and cargo from all manner
of loss, damage or injury. Therefore the said
S. Hickmott Master hath Protested, as by these presents
I the said Consul, at his special instance and request
do publicly and solemnly Protest against all and every
person and persons whom it doth and may concern,
and against the Wind and waves and Pillows of the sea,

and against all and every accident, matter and thing past
and met with as aforesaid. Whereby and by reason whereof
the said Bark or cargo already has, or hereafter shall appear
to have suffered or sustained damage or injury. And do declare
that all Losses, Damages, Costs, Charge and Expenses that
have happened to the said Bark or cargo or to either one
and ought to be born by those to whom the same by right
may appertain by way of average, or otherwise, the same
having occurred as before mentioned and not by, or through
the insufficiency of the said Bark, her tackle or apparel
or default or neglect of this appraiser, his officers or any
of his mariners.

Thus done and protested in the port of Honolulu
this Thirteenth day of December in the year of our Lord one
thousand eight hundred and seventy-four—

In testimony whereof, these Appraisers have personally
subscribed their names, and I the said Consul, have granted
to the said Master this Public Instrument under my
hand and the seal of this Consulate to serve and avail
him and all others whom it doth or may concern, as
need and occasions may require—

(Signed)

J. Scott

U. S. Consul

Stephen Hickmott

Daniel Whitney

Peter ^{his} ~~mark~~ Good ^{his} ~~mark~~

L. H. Seacomb ^{his} ~~mark~~

Thos. ^{his} ~~mark~~ O'Keefe

Witness
Wm. H. Hille

Honolulu December 4, 1874

J. Scott Esq
U. S. Consul

Dear Sir—

In obedience to your request of this day we repaired alongside and on board the Bark "Jas. Monwell" of New Bedford of the burden of 282 $\frac{57}{100}$ tons or thereabouts and after a careful survey of every visible part of her hull, spars, sails and rigging report as follows:— That she has recently sustained severe and ~~heavy~~ extensive damage by "stress of weather" and is now taking about two feet of water every twelve hours. It is impossible in her present condition to ascertain the cause or extent of the leak or leaks. We therefore advise that she be discharged forthwith and holed down for further examination—

Yours Respectfully—
(Signed) { W. H. Kelley
J. H. McKenzie
Samuel Foster

Honolulu Dec 11th 1874

J. Scott Esq
U. S. Consul

Dear Sir

At your request we have this day made a further examination and survey of the Bark "Jos. Maxwell" of New Bedford of the burden of 285⁵⁷/₁₀₀ tons or thereabouts and beg to report—

That the principal cause of her leaking is that many of the fastenings are loose or broken especially the bolts & spikes that secure the deck frames, the Breast works and the outboard planking. Many of the planks are sprung off in consequence and the Butts have opened out especially the wood ends and Butts around the Bow. The night-masts are started where the Head-stays are secured and the saddle over the Bowprit is broken leaving the whole bow in a very bad condition at that place. The Bulwarks are stove at several places on both sides and two boats with all their "Crafft" have been lost from the Deck. To put her in good sea-worthy condition the metal and sheathing will have to be taken off along the side about ten courses down and off the whole Bow, to the Keel as far aft as after side of the fore-rigging. All that surface will have to be refastened and caulked and again sheathed and metalled. The

whole Top-side Plank-sheer and Water-way scams, and quarter-deck will have to be caulked. Most of the Bulwarks replaced with iron. She will also require a new set of Night-heads and a saddle over the Bow-sprit. Much of the iron work about the Bow will have to be renewed. The whole of the lower rigging and Top-mast Back-stays are unseaworthy and ~~must~~ be replaced with new; and also the fore-yard and fore-topgallant-yard. The mizzen must be unshipped and repaired and some of the Pintles made new. The Fore-mast and Bow-sprit are both weak and may or may not have to be replaced.

We estimate the cost of the above mentioned repairs at the sum of six Thousand dollars. We think it will be for the best interest of all parties concerned that she be sold "as is"

Yours Respectfully

(Signed) { W. H. Kellogg
Jas. H. McKenzie
Daniel Foster

Log of Bark "Joe. Maxwell" - Friday April 24th - 1874

commences with light wind from the Northward at five A. M. got under way at 12 A. M. wind South three men escorted Shipped six Seamen Japanies found one stoway, Thomas McKimsey

Saturday 25

commences with fresh breeze from the N.E. Ship heading to the S.E. at three P. M. veered ship at seven P. M. Ship heading N. N.E. moderate later part very light.

Sunday 26

commences with light variable winds course N.E. later part the same. So ends these 24 hours.

Monday 27

commences with strong breezes from the N. N.E. with rain at 12 A. M. more moderate at 7 P. M. Ship heading W. N. W. So ends these 24 hours.

Tuesday 28

commences with light wind from the Northward at 7 P. M. light breeze from the Northward at 7 P. M. N.E. Ship heading S.E. So ends these 24 hours.

Wednesday 29

commences with moderate breezes from the S. W. course N.E. employed Painting the West and Starboard boats later part strong breezes from the Southward. So ends these 24 hours.

Thursday 30

commences with moderate breezes from S. W. Course N. E.
later Part wind N. W. light Ship heading E. & S. so ends
these 24 hours.

Friday May 1.

Commences with moderate breezes from the Westward
Course N. E. later Part fresh breezes from the N. N. W.
at 8 P. M. took in the light sails later Part double
reefed topsails so ends these 24 hours.

Saturday 2

commences with moderate breezes from the N. W. with snow
course N. E. by E. later Part wind moderate made all sail
so ends these 24 hours

Sunday 3

commences with moderate breezes from the N. N. W. employed
separating the fore-top-gallant-sail later Part calm a
heavy swell from the N. W. so ends these 24 hours.

Monday 4

commences with light winds from the Southward course
N. E. All sail set went a run of 10 later Part very light
so ends these 24 hours.

Tuesday 5-

commences with moderate breezes from the Southward
course N. E. by N. employed painting the Boats later Part
foggy wind S. W. so ends these 24 hours.

Wednesday 6

Commences with light breeze from the S.W. course N.N.E. later
Part the same. So ends these 24 hours.

Thursday 7

commences with fresh breeze from the S.W. at 9 A.M. Having
a small gale from W.S.W. later Part more moderate set the
Main Sail course N.N.E. easing courses and too close
reefed topsails. So ends these 24 hours.

Friday 8

commences with moderate winds from the Westward course
N. by E. all sail set employed getting out Water later Part
winds light. So ends these 24 hours.

Saturday 9

commences with light winds from the Southward course N. by W.
later Part light winds with fog. So ends these 24 hours.

Sunday 10

commences with moderate breeze from the Eastward at five
A.M. sighted Copper Island three miles off bearing S.E. course
N. by E. foggy with rain later Part wind S.E. foggy. So ends
these 24 hours.

Monday 11

commences with moderate breeze from the S.W. course N. by E.
employed killing hogs 12 later Part the same. So ends
these 24 hours.

Tuesday 12

commence with light breezes from the S.W. with fog at ten A.M. made Cape Crotche the Cape bearing N. E. by E. five miles off vessel ship and stood to the Southward wind East at 6 P.M. stood to the N. E. fresh breezes with fog So ends these 24 hours.

~~Wednesday 13~~ Thursday 14

commence with strong breezes from the N. E. the ship heading S. E. by E. at one P.M. set the jib and spanker and took our eye out of the topsails at 6 P.M. went about and stood to the Northward later Part more moderate So ends these 24 hours

~~Thursday 14~~ Wednesday 13

commence with strong breezes from the N. E. the ship heading S. E. by E. at one P.M. set the with fog at three P.M. took reefed the topsails at 7 P.M. made the ice ship heading N. by E. wore ship and stood to the S. E. thick fog with snow later Part the same So ends these 24 hours.

Friday 15-

commence with fresh breezes from the N. E. foggy later Part strong breezes ship heading North So ends these 24 hours.

Saturday 16

commence with fresh breezes from the N. E. with fog employed getting out water later Part moderate wind East ship heading N. E. by N. So ends these 24 hours.

Sunday 17

commence with strong breezes from the N. E. with fog ship

heading N. N. W. later Part the Same Ship carrying double
reefed topsails jib and courses heading E. S. E. So ends
these 24 hours.

Monday 18

commences with fresh breeze from the North-east at three P.M.
made the land Ship heading N. W. veered Ship and stood
to the Eastward clear by Spills So ends these 24 hours

Tuesday 19

commences with light winds from the N. E. the land five
miles off at ten veered Ship and stood to the S. and E.
later part the Same So ends these 24 hours.

Wednesday 20

commences with light breezes from the N. E. with Snow Snails
at 7 A.M. saw the land tacked and stood to the South
East all day later Part wind more fresh. So ends these 24 hours.

Thursday 21

commences with light breezes from the N. E. Ship standing
to the S. E. at 4 P.M. wind N. W. light Ship heading N. E. by E.
later Part the Same So ends these 24 hours.

Friday 22

commences with light winds from the N. N. W. Ship heading
N. E. by E. later Part calm So ends these 24 hours

Saturday 23

commences with winds and from the N. E. employed
getting out water later part light breeze from the

E. N.E. So ends these 24 hours.

Sunday 24

commence with calms the land in sight ten miles off
later Port light bears from the Westward course N.E. by E.
So ends these 24 hours.

Sunday 25 - to day crossed the meridian therefore we call
it Sunday

commence with Moderate breeze from the N.E.
at ten A.M. wind West light Cape Navarin in sight
at 9 P.M. bearing West ten miles off Cape Thaddeus
bearing N.N.W. 25 miles off wind N.N.W. fresh Ship
heaving N.E. So ends these 24 hours.

Monday 26

commence with light winds from the N.E. at nine
A.M. wind East light later Port the same working
through scattering Ice to the N.E. thick weather with
Snow So ends these 24 hours.

Tuesday 27

commence with light winds from the N.E. at nine
A.M. Saw two Sails in the Ice to the N.E. of us something
in later Port wind East working through thin
Ice to the Northward at 8 P.M. Saw a Sail bearing South
So ends these 24 hours.

Wednesday 28

commence with light winds from the S.E. with fog

working through the Ice to the Northward at 7 P.M. the Ice getting thick at ten P.M. the Ship in heavy Ice took in Sail So ends these 24 hours.

Crossed the Meridian Thursday 28 commences with light breeze from the Southward Saw a Schooner to the Southward employed breaking out Meat and Bread at six P.M. made Sail going through the Ice very slowly So ends these 24 hours.

Friday 29

Commences with light breeze from the Westward working through the Ice to the Northward at 12 P.M. Ice open latter Part Ice thick Saw the Schooner to the Westward So ends these 24 hours.

Saturday 30

commences with light breeze from the Southward at five A.M. got out of the Ice course N.W. at 4 P.M. came to Ice running along it to the Northward foggy at 7 P.M. Saw a grate many Walrus on the Ice. So ends these 24 hours.

Sunday 31

commences with light breeze from the Southward with fog working along the Ice to the N.E. at 12 A.M. Saw a Bow Head at two P.M. gaining with the fog Perry

at 8 P. M. foggy So ends these 24 hours

Monday June 1

Commence with light winds from the Southward three ships and a Schooner in sight thick fog most of the time later Part the same So ends these 24 hours.

Tuesday 2

commence with light winds from the Southward at 12 A. M. calm Ship in heavy ice drifting to S. E. at 7 P. M. clear Saw the land 15 miles off Plover Bay three sails in sight light breeze from the S. W. later Part the same So ends these 24 hours.

Wednesday 3

commence with light winds from the Westward no clear Water in sight three sails in sight Ice very heavy and packed close the Ship making no headway drifting through the Straits with the Ice Warpine Head ten miles off So ends these 24 hours

Thursday 4

commence with Moderate breezes from the N. E. with fog the Ice Setting to the N. E. at 7 P. M. 25 fathoms Water the Ship made fast to the Ice So ends these 24 hours.

Friday 5

commence with Moderate breezes from the S. E. working through the scattering Ice to the Southward at 7 P. M.

No Ice in Sight to the Southward Ship heading S. W.
So ends these 24 hours.

Saturday 6

commence with Moderate breezes from the N. E. at 7 P. M. come
to the Ice the Ship heading S. E. by E. at five P. M. came
to anchor of North End of St. Lawrence Island Saw a
Brig laying to the Settlement So ends these 24 hours.

Sunday 7

commence with light winds from the Northward the Ice going
by to the N. E. quick So ends these 24 hours.

Monday 8

commence with light winds from the N. W. at one P. M.
got under way and stood to the Southward at two P. M. went
about and stood to the Southward at 4 P. M. wind S. W. fresh
with fog later Part the same So ends these 24 hours.

Tuesday 9

commence with light winds from the S. W. clear by falls
Saw the land at 4 A. M. at 7 A. M. Saw 7 Sails in Shore
in the ice a heavy Barrier of Ice along the west Shore as
far as we can see later Part wind light So ends
these 24 hours.

Wednesday 10

commence with light winds from the N. W. at ten A. M. Saw

8 Sails working out of the Shore Ice and got out at 12 A.M. all of them kept off to the Southward we are working to the Northward wind light - later Part the same So ends these 24 hours.

Thursday 11.

commences with Moderate winds from the Northward at three P.M. light winds from the S.W. working out of the Ice again to the Southward the Ice all around at 7 P.M. the Ship heading S.E. wind light with rain So ends these 24 hours.

Friday 12.

commences with light breeze from the S.W. with fog at 8 A.M. clear kept off running through Ice to the N.W. at 7 P.M. saw one of the Diomedes North head of St Lawrence Bay three Points on the Port Bow employed getting out water and meat. So ends these 24 hours.

~~Thursday~~
Saturday 13.

commences with light winds from the S.E. with fog at 4 P.M. clear Saw the Brig in the Ice all sail in our own lee beam later Part wind more fresh working through the Ice to the Southward the Ice to the Northward as far as the eye can extend So ends these 24 hours.

Sunday 14

commences with Moderate breeze from the eastward working through the Ice to the Northward Saw a Barke to the S.W. of us working to the Northward at 4 P.M. off East Cape Saw three trawlers the Ice scattering coarse N.N.W. So ends these 24 hours.

Monday 15

commence with fresh breezes from the Eastward Ship heading North a long the Ice at 4 P.M. Saw two Sails under the Land of Point Barrow later Port heading N. by W. No Ice in sight.

Tuesday 16

commence with fresh breezes from the S.E. course S.W. at 10 P.M. Saw some walrus on a small flow of Ice bored and got 14 got on board at 7 P.M. at one P.M. saw the Onward heading to the Northward and Eastward so ends these 24 hours

Wednesday 17

commence with Strong breezes from the S.E. at twelve A.M. made the Ice Ship heading S.W. went about and stood to the N.E. till 7 P.M. tacked and stood to the S.W. wind Moderate so ends these 24 hours.

Thursday 18

commence with light breezes from the Northward Ship heading to the Eastward Saw some Ice scattering with now and then a walrus on it Saw the land bearing South later Port wind very light got out Molasses to day so ends these 24 hours.

Friday 19

commence with light variable wind at five A.M. Saw some Walrus on the Ice bored and got eight later Port thick fog at eight P.M. clear Saw a Sail to the Eastward heading

N.W. later Part wind very light So ends these 24 hours.

Saturday 20

commence with light winds from the N.W. working through the ice to the S.W. at two P.M. reaching S.E. by E. at five P.M. reaching N.E. by E. No Ice in sight So ends these 24 hours.

Sunday 21

commence with light winds from the N.W. Ship working to the N.E. later Part saw some Walrus in the water bored and got some So ends these 24 hours

Monday 22

commences with light breezes from the S.E. with fog later Part clear saw the Quana walrusing we bored and got and got some So ends these 24 hours.

Tuesday 23

commence with light breezes from the N.E. five sails in sight employed walrusing at 1 P.M. 120 walrus on board Spake the jawe So ends these 24 hours.

Wednesday 24

commence with light breezes from the N.E. yarning with the St. George five sails in sight employed skinning walrus blubber So ends these 24 hours.

Thursday 25

commence with Moderate breezes from the N.E. Saw four Ships boiling the Quana, McIlwain, St George and Cleve at ten A.M. the all four made sail and kept off to the

Wednesday we went about and stood to the Northward at four P.M. Saw the Arctic the land ahead saw some Ice on the ice bar So ends these 24 hours.

Friday 28

commenced with light breezes from the N.E. first Part employed walrusing got 28 better Part gaining with the Triton too Sails in Sight So ends these 24 hours.

Saturday 27

commenced with light wind from the N.E. at five P.M. Saw some walrus landed and got 84 in 24 hours

Sunday 28

commenced with light wind with fog employed walrusing got 80 the Triton in sight So ends these 24 hours.

Monday 29

commenced with fresh breezes from the N.E. with fog and rain at eleven A.M. clear Saw a large number of Walrus at 12 A.M. landed and got 50 on board at six P.M. So ends these 24 hours.

Tuesday 30

commenced with light breezes from the N.E. with rain all hands employed walrusing got 40 So ends these 24 hours.

Wednesday July 1

commenced with light breezes from the N.E. with fog at two P.M. wind N.W. light employed walrusing So ends these 24 hours.

Thursday 2

commenced with fresh breezes from the N.E. with fog employed walrusing at two P.M. clear saw the land to the S.W. at 7 P.M. So ends these 24 hours.

Friday 3

commences with calms and clear weather the land in sight at 7 P.M.
Stowing oil to each three 24 hours.

Saturday 4

commences with light breeze from the N.E. four sails in sight employed walrusing got 47 to each three 24 hours

Sunday 5

commences with light breeze from the Eastward with fog later Part employed walrusing to each three 24 hours.

Monday 6

commences with light winds from the S.E. 4 sails in sight all employed walrusing to each three 24 hours.

Tuesday 7

commences with fresh breezes from the South and 4 sails in sight no Walrus to be seen spoke the St. George 370 walrus at one P.M. commenced boiling 500 walrus on board ship heading E.N.E. to each three 24 hours.

Wednesday 8

commences with Moderate breezes from the Southward with rain and fog at twelve A.M. clear employed boiling later Part wind light stretching to the S.W. to each three 24 hours.

Thursday 9

commences with light breeze from the Southward nothing in sight employed boiling and stowing oil later Part wind S.E. to each three 24 hours.

Friday 10

commence with light breezes from the S.E. all hands employed boiling and storing oil later Part wind S. light with fog Ship heading S.E. So ends these 24 hours.

Saturday 11.

commence with light breezes from the Southward five Ships in sight too Boiling the Captain went on board the Caswell got two Kegs of butter later Part wind light with rain. So ends these 24 hours.

Sunday 12

commence with strong breezes from the N.W. working along the Ice to the Northward later Part blowing a fresh gale No Ice in sight So ends these 24 hours.

Monday 13

commence with strong breezes from the N.W. at five P.M. went around and stood to the S.W. later Part Moderate all sail set No Ice in sight at 8 P.M. So ends these 24 hours.

Tuesday 14

commence with Moderate breezes from the N.W. employed storing oil the Ship heading along the Ice to the Eastward at 9 P.M. saw some walrus land got 11 at 12 P.M. thick fog So ends these 24 hours.

Wednesday 15

commence with fresh breezes from the N.W. with fog at one

P. M. clear later Part employed walrusing So ends these 24 hours.

Thursday 16

commence with light winds from the S.E. clear employed walrusing later Part thick fog So ends these 24 hours.

Friday 17

commence with light breeze from the Eastward later Part foggy employed the land in sight So ends these 24 hours.

Saturday 18

commence with light winds from the N.E. employed walrusing later Part Strong breezes from the N.W. with rain working out of the Ice to the Northward So ends these 24 hours.

Sunday 19

commence with fresh breezes from the N.W. with rain and fog the Ship on the Northward take under Short Sail So ends these 24 hours.

Monday 20

commence with light breezes from the S.E. with fog employed boiling walrus Rubber later Part clear employed walrusing So ends these 24 hours.

Tuesday 21

commence with light winds from the S.E. clear employed walrusing later Part calm So ends these 24 hours.

Wednesday 22

commence with Moderate breezes from the S.E. with fog later Part clear employed walrusing So ends these 24 hours.

Thursday 23

commence with light wind from the N.W. employed walrusing
So ends these 24 hours.

Friday 24

commences with light wind from the N.W. the land in sight is
miles off later Part employed walrusing So ends these 24 hours.

Saturday 25

commence with Moderate wind from the S.E. employed walrusing
later Part wind fresh from the Eastward So ends these 24 hours.

Sunday 26

commences with light wind from the Eastward with fog employed
skinning walrus Blubber later Part clear employed walrusing
So ends these 24 hours.

Monday 27

commences with fresh breezes from the Northward Ship heading
E.N.E. at 10 P.M. wind S. at 7 P.M. wind S.E. Moderate
course N.E. by E. employed boiling walrus blubber So ends these
24 hours.

Tuesday 28

commences with fresh breezes from the Southward with rain
Stopped Boiling at 12 A.M. Blowing a gale at six P.M. made
Cape Lisburne for Point on the Ice Bow Ship heading East
at 9 P.M. went round and stood to the Westward. So end these 24 hours

Wednesday 29

commences with fresh breezes from the Southward the Cape
too points on the weather Bow later Part wind N.E. with rain
and fog So ends these 24 hours

Thursday 30

commences with fresh breezes from the Northward with fog at 9
A.M. made the Cape came to anchor South Side the Cape
at 12 A.M. commenced boiling later Part light winds
from the N.E. So ends these 24 hours.

Friday 31

commences with light wind and variable employed boiling
and Stowing oil got through boiling at 5 P.M. So ends these 24 hours.

Saturday August 1st

commence with Moderate breezes from the S.E. employed getting
water and Stowing oil later Part wind South fresh got under
way and took the last raft on board and stood by the Cape
Saw a sail standing to the Northward later Part Strong
breezes So ends these 24 hours.

Sunday 2

commences with a fresh gale from the Southward drove the
Ship heading W.S.W. So ends these 24 hours.

Monday 3

commences with breezes from the Southward Kept off to the
Northward at twelve A.M. H. rose N.E. more Moderate
Shook the reefs out of the topsails and Set the main top
galant sail So ends these 24 hours.

Thursday 4

commences with moderate breezes from the S.W. employed Stowing oil and Cleaning Ship later Part gaining with the James Allen running between the Ice and the land to the U.E. of Point Barrow at nine P.M. off Point Sargent So ends these 24 hours

Wednesday 5-

commences with light winds from the N.E. at 10 A.M. Picked up a dead whale later Part Boiling 13 Ships in Sight So ends these 24 hours.

Thursday 6

commences with light winds from the N.E. employed boiling nine Sails in Sight later Part working through scattering Ice to the U.E. So ends these 24 hours.

Friday 7

commences with light winds from the Northward employed boiling at nine A.M. gaining with the Menoize at three P.M. got through Boiling running through heavy Ice At 7 P.M. got out of the Ice at 9 P.M. the Captain came on board So ends these 24 hours.

Saturday 8

commences with light winds from the N.E. Ship working to the Eastward employed Stowing oil So ends these 24 hours

Sunday 9

commence with light winds from the U.E. at 9 A.M. calm came to anchor at ten A.M. a strong current setting to the

S. W. employed watching Ship the Illinois to anchor close to us later Part the Same So ends these 24 hours.

Monday 10

commences with fresh winds from the Eastward employed repairing the Harbor boat and clearing away the Illinois in sight working to the Eastward between the land and Ice later Part wind fresh So ends these 24 hours.

Tuesday 11

commences with fresh breeze from the Eastward employed repairing boats & Ships in Sight all working to the Eastward at five P. M. Struck on a Shoal three miles from the land got off at two A. M. So ends these 24 hours.

Wednesday 12

commences with Moderate winds from the Southward at 12 A. M. foggy came to anchor employed repairing the cutting stage later Part the Same So ends these 24 hours.

Thursday 13

commences with Moderate winds from the Westward at three P. M. clear 7 Sails in Sight gaining with the Illinois at three P. M. got under way and stood to the E. wind N. W. came to anchor at 8 P. M. thick.

Friday 14

commences with light winds from the N. W. 12 Sails in Sight all to anchor got 20 Sacks of Potatoes from the Barks Onward later Part gaining with the Arctic at five P. M. light wind from the N. E. Ships getting under way at 8 P. M. got under way So ends these 24 hours.

Saturday 16

commences with light winds from the Southward at one A. M. came to anchor twelve Sails in sight to Anchor at five A. M. all but us got under way bound to the westward the ferry Perry came back and came to anchor in Shore later Part foggy wind S. W. with rain So ended these 24 hours

Sunday 17

commences with moderate breezes from the Westward at 7 A. M. the ferry Perry got under way the wind N. W. at ten A. M. foggy the ferry Perry out of sight to the westward later Part calm So ended these 24 hours.

Monday 17

commences with light winds and variables with foggy employed repairing the boats and painting them but a run gaff topsail later Part the same So ended these 24 hours.

Tuesday 18

commences with light winds from the Southward at 12 A. M. wind West Spoke the James Allen bound East saw a Sail working West at 7 P. M. got under way the Ice coming in Shore at 10 A. M. came to anchor in five fathom of water So ended these 24 hours.

Wednesday 19

commences with light winds from the Southward with light fog and rain later Part wind variable at 4 P. M. wind North Spoke the James Allen bound Westward we got under way and stood to the West at 8 P. M. fresh breeze with

Snow and rain So ends these 24 hours.

Thursday 20

commences with fresh breezes from the westward eight sails in sight gaming with the Mt. Walliston and the Jerry Percy lagging aback along the Ice So ends these 24 hours.

Friday 21

commences with light winds from the Westward gaming with the Mt Walliston three sails in sight working to the N.E. later Part-working to the S.W. So ends these 24 hours

Saturday 22

commences with light breezes from the Westward the Ship working to the Eastward the land in sight at 12 M. wind N.W. light Saw some Ice to the Eastward making close to the land at seven P.M. standing to the Westward So ends these 24 hours

Sunday 23

commences with calms and snow the land in sight at 12 A.M. got a breeze from the N.E. stood to the Westward three hours and tacked back to the Eastward at eight P.M. made the Ice So ends these 24 hours.

Monday 24

commences with fresh breezes from the N.E. with snow the Josephine and Mt. Walliston in sight all working through the Ice to the Eastward. At 7 P.M. took in the light-sails So ends these 24 hours

Tuesday 25

commence with Moderate breeze from the Northward course S.W. by W. at eight A. M. saw a ~~Sail~~ whale bored 4 boats did not see him again later Part gaming with the Josephine and Mt. Wallerone So ends these 24 hours.

Wednesday 26

commence with Moderate winds from the Westward Ship working to the Westward at ten A. M. Saw a whale did not see him again later Part Ship Stanching S.S.W. at 8 P. M. made the land tacked and stood to the Northward So ends these 24 hours

Thursday 27

commence with Moderate winds from the Westward three Sails one catana at one P. M. five miles West from Cape Smith five Sails in sight working through scattering Ice to the Westward So ends these 24 hours

Friday 28

commence with light winds from the Northward with fog at ten A. M. bored and chased till Six did not get him the whales going quick to the S.W. 9 Ships in sight one boiling and four chasing later Part clear with rain So ends these 24 hours

Saturday 29

commence with light breezes from the N.E. with fog at 12 A. M. clear 12 Sails in sight 2 whaling one boiling later Part wind fresh Ship working to the N.E. So ends these 24 hours.

Sunday 30

commence with Moderate breezes from the N.E. Saw the first
Perry cut two Whales to day the Helen More one Saw 12 Sails
five whaling all working to the N.E. through Scattering Ice
the Whales going S.W. So ends these 24 hours.

Monday 31

commence with Moderate breezes from the N.E. 12 Sails in sight
working through the Ice to the N.E. at 12 A.M. all the Ships
heaving to the Westward at five P.M. ten miles from the
land six Ships whaling at Seven P.M. under Short Sail
working to the Westward So ends these 24 hours.

Tuesday September 1st.

commence with fresh breezes from the N.E. 13 Sails in sight
most all whaling three Whales been taken to day we
loved did not see him again later Part the same So ends
these 24 hours.

Wednesday 2

commence with fresh breezes from the Northward with fog
later Part more clear ten Sails in sight Seven whaling two
cutting So ends these 24 hours

Thursday 3

commence with fresh breezes from the N.W. at five A.M.
Saw a whale loved the boats did not see him again
Saw 4 Ships whaling no Whales taken to day 14 Sails
in sight & boiling later Part Strong breezes N.W. with
Snow Squalls Point Barrow in sight So ends these 24 hours.

Friday 4

commence with Moderate wind from the Westward 14 Sails in Sight most all whaling we loosed twice the whales going quick to the Westward two whales been taken today later Part wind light So ends these 24 hours.

Saturday 5

commences with light winds and calms with fog clear by Spells Saw one whale loosed two boats did not see him again Saw three Ships whaling and seven boiling 14 in Sight So ends these 24 hours.

Sunday 6.

commence with light breezes from the S. W. Saw some heavy Ice to the N. E. 14 Sails in Sight Saw 4 whaling at 7 P.M. gaming with the St. George. So ends these 24 hours.

Monday 7.

commence with the wind from the S. W. fresh with Snow Squalls 14 Sails in Sight Saw five whaling later Part Strong breezes from the S. W. Saw two whales going quick to the S. W. So ends these 24 hours.

Tuesday 8

commence with fresh breeze from the Westward 14 Sails in Sight Some of them whaling later Part more Moderate So ends these 24 hours

Wednesday 9

commence with Moderate wind from the Westward with Snow Squalls Most of the Ships whaling the whales going

quick to the westward later Part wind light came back
in seven fathom of water gaming with the Triton So ended these 24 hours

Thursday 10

commenced with light breezes from the Westward 14 Sails in sight
five of them whaling Saw too from the Westward gaming with the
Triton 13 Sails under way So ended these 24 hours.

Friday 11

commenced with light breezes from the Eastward with rain at 7 A.M.
got under way and stood to the westward at 12 A.M. off Point
Barrow course N.W. by W. at 4 P.M. Saw three Ships whaling
at 4 P.M. Saw a whale breel and not see him again So
ended these 24 hours

Saturday 12

commenced with moderate breezes from the N.E. with fog at
7 A.M. three Sails in sight at 9 A.M. saw two whales breel
and got one along side at one P.M. at 4 P.M. Saw no more
lost three boats did not get him So ended these 24 hours.

Sunday 13

commenced with moderate winds from the N.W. with fog
clear by spells Saw two Sails to the Eastward Boiling
Working along the Ice to the S.W. at 12 A.M. commenced
Boiling later Part the same So ended these 24 hours.

Monday 14

commenced with moderate winds from the Northward two Sails
in sight at one P.M. Saw a whale ~~breel~~ and got him later
Part light winds So ended these 24 hours.

Monday 15-

commenced with light winds from the N.E. at six A.M. Saw a whale bored did not see him again employed boiling later Part wind S.E. light Ship heading N.E. So ends these 24 hours

Tuesday 16

commenced with light winds from the Southward three sails in sight to the Eastward all of them whaling later Part one ~~the~~ing the Ice in sight got through Boiling at six P.M. So ends these 24 hours.

Wednesday 17

commenced with fresh breezes from the N.E. 13 sails in sight all whaling Saw eight whales taken to day we bored twice did not get away Employed Striving oil later Part Strong breeze So ends these 24 hours

Thursday 18

commenced with Strong breezes from the N.E. at five A.M. Saw a whale bored and struck him the line Parted and lost him later Part Saw some whales bored came in thick could not keep the run of them.

Friday 19

commenced with fresh breezes from the N.W. Saw a number of whales going quick to the Westward later Part wind light Saw one Ship outing So ends these 24 hours.

Saturday 20

commenced with moderate breezes from the S.E. 9 sails in sight Saw a number of whales going quick to the Westward

Saw three Ships cutting at three P.M. course S.W. by W. at four P.M. spoke the Europa five whales later Part wind South fresh So ends these 24 hours

Monday 21

commence with Moderate breezes from the S.E. with Snow at 12 P.M. Saw a whale going quick to the Westward later Part wind N.E. course S.W. So ends these 24 hours

Tuesday 22

commence with fresh breezes from the N.E. course S.W. by W. all Sail set at 8 P.M. Sounded 25 fathoms Proposed the Ship on Herald Shoals at 8 P.M. took in the light Sails So ends these 24 hours.

Wednesday 23

commence with fresh breezes from the N.E. at two P.M. Saw a Number of Whales bred and got one got him alongside at 8 P.M. So ends these 24 hours

Thursday 24

commence with Moderate winds from the N.E. employed at Sundown at five P.M. commenced boiling nothing in sight 20 fathoms of water 35 miles N.W. from Herald Shoals So ends these 24 hours.

Friday 25

commence with fresh breezes from the Eastward too Sails in sight at 8 A.M. Saw ~~the~~ whales bred three boats got one first Part employed Boiling later Part cutting So ends these 24 hours.

Saturday 26

commence with Strong breezes from the S.E. too Sails in sight Employed boiling at 7 A.M. Saw whales bred did not get away So ends these 24 hours.

Sunday 27

commence with a fresh Gale from the S.E. one sail in sight employed boiling at 12 A.M. cooled down a heavy sea running later Part Breaking out water So ended these 24 hours.

Monday 28

commence with a fresh Gale from the Eastward Ship on the Southern tacke later Part more Moderate at five P.M. employed Boiling So ended these 24 hours

Tuesday 29

commence with light winds from the Northward employed boiling and Stowing down one sail in sight later Part calm So ended these 24 hours.

Wednesday 30

commence with Moderate breeze from the Northward employed Boiling later Part Saw some Whales towed and struck one and lost him the Line parted at six P.M. Spoke the James Allen So ended these 24 hours.

Thursday October 1

commence with Moderate breeze from the N.E. with Snow Geese Saw some Whales towed did not get any Saw the James Allen strike a whale at six P.M. Saw the Boats going to windward the whale still alive Saw Herald Island bearing N. 15 miles off employed Boiling So ended these 24 hours.

Friday 2.

commence with a Moderate gale from the N.E. employed Boiling and Stowing down at one P.M. got through boiling the James Allen in sight the Island in sight So ended these 24 hours.

Saturday 3

commence with a fresh Gale from the N. E. Ship heading S. E. by S. carrying close reefed topsails and reefed fore Sail later Port more Moderate Set the Main Sail and Jib at 7 P. M. veered Ship and stood to the Northward So ended these 24 hours

Sunday 4

commence with strong breezes from the Eastward Ship heading N. N. E. at twelve A. M. breeze increasing took in the jibs later Port more Moderate at 5 P. M. saw a Sail ahead standing to the South So ended these 24 hours

Monday 5

commence with a fresh Gale from the Eastward with Snow Squalls Ship carrying double reefed topsails and reefed fore sail Saw one whale later Port Ship heading S. E. by E. So ended these 24 hours

Tuesday 6

commence with fresh breezes from the N. N. E. with Snow Squalls employed Stowing oil later Port more Moderate Saw one whale going quick to the Westward at 7 P. M. Course W. by N. So ended these 24 hours.

Wednesday 7

commence with Moderate winds from the N. E. three Sails in Sight at two P. M. gaming with the Illinois and Warringer at three P. M. saw some whales to reef did not get away later Port wind light the Ship taking 4000 Strakes in 24 hours

Thursday

commence with Moderate winds from the N. E. at 9 A. M.

Saw some whales lored and chased all day did not get any
later Part Moderate the Ice making on the water fast the boats
work through it with difficulty at five P.M. Made all sail
course E. S. E. Herald Island bearing S. W. by W. fifteen miles off
So ends these 24 hours.

Friday 9. ✓

commence with Moderate breezes from the N. E. the Island 15 miles
off bearing west the Ship heading S. E. at 4 P.M. Saw some whales
lored got one on sail in sight So ends these 24 hours.

Saturday 10 ✓

commence with a fresh Gale from the N. W. Ship heading W.
at one P.M. Ship heading north one sail in sight on the weather
beam So ends these 24 hours

Sunday 11 ✓

commence with Moderate breezes from the West the Mainmast in
sight Saw some whales lored and got one So ends these 24 hours

Monday 12

commence with fresh breezes with Snow Squalls from the Westward
Saw some whales lored got one So ends these 24 hours.

Tuesday 13. ✓

commence with a fresh gale from the S. W. with Snow Squalls at
eight A. M. kept off East at 7 P.M. course S. E. So ends these 24 hours

Wednesday 14 ✓

commence with Strong breezes from the W. S. W. with Snow Squalls
course S. E. at Seven A. M. Made Cape Lisborne three Points to the
lee Bow 5 miles off at 8 A. M. went on the other tack Set the fore sail ^{and main}
at 7 P.M. close reefed main top sail and stay sails blowing a heavy Gale

from N. S. W. the Ship taking 10 strokes per 24 hours.

Thursday 15 ✓

commences with a fresh gale from the Westward at eight A.M. Ship on the Southern tack later Part Wind N.W. at three A.M. course South So ends these 24 hours

Friday 16 ✓

commences with a fresh Gale from the N. S. W. with Snow Squalls and freezing weather the Ships bows and head gear one solid mass of Ice at three P. M. saw Point Hoap & Point on the Ships lee quarter 15 miles off later Part Gale increasing the Ship taking 6000 strokes in 24 hours.

Saturday 17 ✓

commences with a fresh gale from the S.W. at two A.M. the Ship heaving W. by N. at three P. M. got the wind from the N. with heavy Snow Squalls course S. S. W. the Ship taking both pumps going 2 hours out of 4 So ends these 24 hours

Sunday 18 ✗

commences with fresh breezes from the S.W. with Snow Squalls at half M. Saw the Land at five P. M. saw East Cape 15 miles off bearing E. S. E. later Part Moderate So ends these 24 hours.

Monday 19

commences with light breezes from the S.W. the Diamides Ice bearing N.W. five miles off later Part calm at five P. M. light breeze from the N.W. all Sail set course S.W. by S. $\frac{1}{2}$ So ends these 24 hours.

Tuesday 20

commence with strong breezes from the N.W. at ten A.M. Pass Indian Point at eight P.M. off Marquis Head. wind light later Part calms and light breeze So ends these 24 hours

Wednesday 21

commence with ~~light~~ winds and variables off the West head of Pluver Bay at three P.M. came to anchor in Sickle the Sand Spit and commenced Boiling the weather looking good So ends these 24 hours.

Thursday 22

commence with light winds from the Westward employed Boiling and Stowing oil and Setting up Shakes So ends these 24 hours

Friday 23

commence with a fresh Gale from the N.E. with Snow let go the other anchor employed Boiling later Part the same So ends these 24 hours the Ship leaking 3000 Strokes per 24 hours.

Saturday 24

commence with Moderate breezes from the N.E. at 8 A.M. got through Boiling and commenced Stowing later Part the same So ends these 24 hours

Sunday 25

commence with light winds from the Southward employed Stowing oil and getting off water later Part wind S.W. So ends these 24 hours.

Monday 26

commence with a heavy Gale from the S.E. employed Stowing water later Part sent down to galley and sail yards the Ship making the same So ends these 24 hours

Tuesday 27

commence with ^{moderate breeze} light winds from the Southward employed getting the Ship ready for sea later Part same So ends these 24 hours

Wednesday 28

commence with light winds from the S.E. employed at Gunche later Part the same So ends these 24 hours.

Thursday 29

commence with light winds from the South employed at Gunches later Part the same So ends these 24 hours

Friday 30

commence with light breezes from the S.W. at ten A.M. got under way at three P.M. put side the track the Ship heading S. S. E. So ends these 24 hours

Saturday 31

commence with a fresh Gale from the S. E. Ship heading South by compass later Part the same So ends these 24 hours

Sunday November 1

commence with light winds from the Southward and Eastward Ship heading East later Part Ship heading S.E. by E. So ends these 24 hours.

Monday 2

commence with light breezes from the S.E. with Snow

later Part calm with Rain at five P.M. light bore from the Northward So ends these 24 hours

Tuesday 3 ✓

commence with fresh breezes from the N.W. course S.E. at ten A.M. saw the Island of St. Matthews bearing South at seven P.M. wind West the South end of the Island bearing W.S.W. Squally weather So ends these 24 hours.

Wednesday 4

commences with moderate breezes from the S.E. with rain later Part fresh breezes with rain So ends these 24 hours

Thursday 5 ✓

commence with a fresh Gale from the Northward with rain course S.S.E. later Part moderate wind N.W. squally the Ship heaving the hump So ends these 24 hours.

Friday 6

commence with Moderate breezes from the Westward Ship heaving S.S.E. later Part wind South So ends these 24 hours.

Saturday 7 ✓

commence with Strong breezes from the S.E. later Part Blowing a heavy Gale Ship heaving S. by W. at 7½ P.M. went on the other tack So ends these 24 hours

Sunday 8 ✓

commence with Strong breezes from the Southward the Ship heaving E. by S. at nine A.M. veered Ship and stood to the S. & W. at seven P.M. Blowing a Gale Ship

carrying close reefed topsails and reefed courses reaching
S. W. by W. So ended these 24 hours.

Monday 9 ✓

commenced with a fresh Gale from the Westward course
S. E. by S. at 6 P. M. made the Canal too Point on the
lee Bow kept off and went through between Oahu
and Moogou Islands blowing a heavy Gale lost the
west boat later Part more moderate

Tuesday 10

commenced with fresh breezes from the S. W. Ship heading E.
later Part wind South Ship heading E. S. E. So ended these 24 hours

Wednesday 11 ✓

commenced with a fresh gale from the Southward at twelve P. M.
wind West a fresh Gale course S. E. by S. later Part more
Moderate So ended these 24 hours.

Thursday 12

commenced with Moderate breezes from the Westward at
12 A. M. wind South later Part wind S. S. E. Ship
heading E. N. E. So ended these 24 hours

Friday 13 ✓

commenced with a fresh Gale from the S. E. Ship heading
S. S. W. at nine A. M. more Moderate veered Ship and
stood to the Eastward later Part Moderate wind S. S. E.
So ended these 24 hours.

Saturday 14 ✓

commenced with fresh breezes from the S. W. with rain

at 12 A. M. wind South at Seven P. M. wind East blowing
a heavy Gale at two A. M. Shipped a heavy Sea and carried
away the Star board boat carried away the Spunker and
Fore top mast stay sail so ended these 24 hours.

Sunday 15 ✓

commences with a heavy Gale from the S. W. Ship heading
S. S. E. fore stay sail and close reefed main topsail set
later Part more Moderate Set the fore topsail close reefed
and reefed fore sails so ended these 24 hours.

Monday 16 ✓

commences with moderate winds from the Westward course
S. S. E. all sail set later Part wind light the ship
making 4000 Strokes per 24 hours.

Tuesday 17 ✓

commence with fresh breezes from the S. W. at twelve A. M.
wind S. E. fresh Gale later Part more too blowing a
heavy Gale from the Eastward

Wednesday 18

commences with Strong breezes from S. E. at 12 A. M.
light wind from the Southward later Part moderate
winds from the E. N. E. all sail set course S. S. E.
So ended these 24 hours.

Thursday 19

commences with fresh breezes from the N. E. with
rain course S. S. E. carrying top Galant Sails part

of the time later Part wind East So ends these 24 hours.

Friday 20

commence with fresh breeze with rain from the Southward
Ship heaving E. S. E. later Part the same So ends these 24 hours.

Saturday 21

commence with light winds from the S. E. with rain at
12 h. M. calm at five P. M. got a breeze from the west
ward all sail set course S. E. by S $\frac{1}{2}$ S. So ends these 24 hours.

Sunday 22 ✓

commence with fresh breeze from the Westward course S. E.
later Part strong breeze from N. N. W. Squally the ship
leaking Increasing West 24 hours making 8000 strokes
So ends these 24 hours.

Monday 23 ✓

commence with fresh breeze from N. N. W. all sail set
course S. E. by S $\frac{1}{2}$ S. the leak increasing later Part
wind moderate So ends these 24 hours.

Tuesday 24 ✓

commence with light winds and variables part of the
day calm employed scraping bone So ends these 24 hours
the ship making ten thousand strokes in 24 hours.

Wednesday 25-

commence with light winds from the Southward employed scraping
bone got through at 12 h. M. later Part breaking out provisions at 4 P. M.
put out the west Boat and sent up the fore royal So ends these 24 hours.

Thursday 26

commenced with light winds from the Northward employed repairing
Sails later Part unshipped the S. B. Boats charges course
S. E. by S. $\frac{1}{2}$ S. So ended these 24 hours.

Friday 27

commenced with light winds from the Northward course S. E.
employed washing bone later Part wind S. W. So ended these 24 hours.

Saturday 28

commenced with light breezes from the S. W. at nine A. M.
wind N. W. with rain got through washing bone at two P. M.
commenced washing Ship the Ship leaking the same
So ended these 24 hours.

Sunday 29

commenced with Moderate breezes from the N. E. employed
drying bone later Part breeze freshing So ended these 24 hours.

Monday 30

commenced with fresh breeze from the N. E. course South
employed washing Ship later Part Strong breeze from
the Eastward took in the light Sails So ended these 24 hours.

Tuesday 31

commenced with fresh breeze from the N. E. at five A. M. made
the East end of the Mire kept the Ship off West at
12 A. M. made Morotoz at Seven P. M. Coco head in
Sight took in the courses and light Sails.

Wednesday December 1 ✓

commence with moderate breeze from the N.E. at 12 A.M.
came to anchor in the harbour of Honolulu later Part
employed moving Ship to Ende this 24 hours—

Honolulu May 13th 1875

A. J. Castwright Esq.

Dr. Sir:

Yours of yesterday inclosing a letter from John S. Tyler "Adjuster of Averages etc." is received, and contents carefully noted, would say in reply, that the estimated costs of \$8000.⁰⁰ dollars, to repair the Bk. "Jos. Maxwell" does not include any of the "Incidental Expenses" not even the Surveyors Fee. It is distinctly stated in the "Report" that the "estimated" was for the necessary repairs named in that document.

"Incidental Expenses" are so variable that Surveyors ~~have~~ seldom include them. In fact the "Consul" does not require anything more than the actual costs. If the "Jos. Maxwell" had been repaired here the cost of having down the Bk. for Survey, discharging & loading wharfage & storage, wharf & surveyors fee, board of Capt. Officers & Crew, Commissions & Exchange, would all be added to her bills for Repairs.

As the "Barque" came here for repairs only the Tonnage, Pilotage and Port-charges would be additional sums in the Bills, and as it turned out, she would have been obliged to have a new Fore-mast, and I think a Bonapart - all these items would swell the bills to at least nine thousand Dollars, \$9000.⁰⁰ U. S. Gold coin

It would have been for my interest to have the "Jrs.
Marcell" repaired here, but, as a Surveyor, was bound to
advise that which was in my opinion for the best interest
of the "Owners and Underwriters"

Yours Respectfully

Daniel Foster

orig. of within del'd. to S. H. Cook 10/75 - J. R. Read
present - S. H. C. requesting to send them of officers
of Orient & China & India.

Honolulu May 29 1875.
Richard S. Howard Esq.
San Francisco

Dear Sir

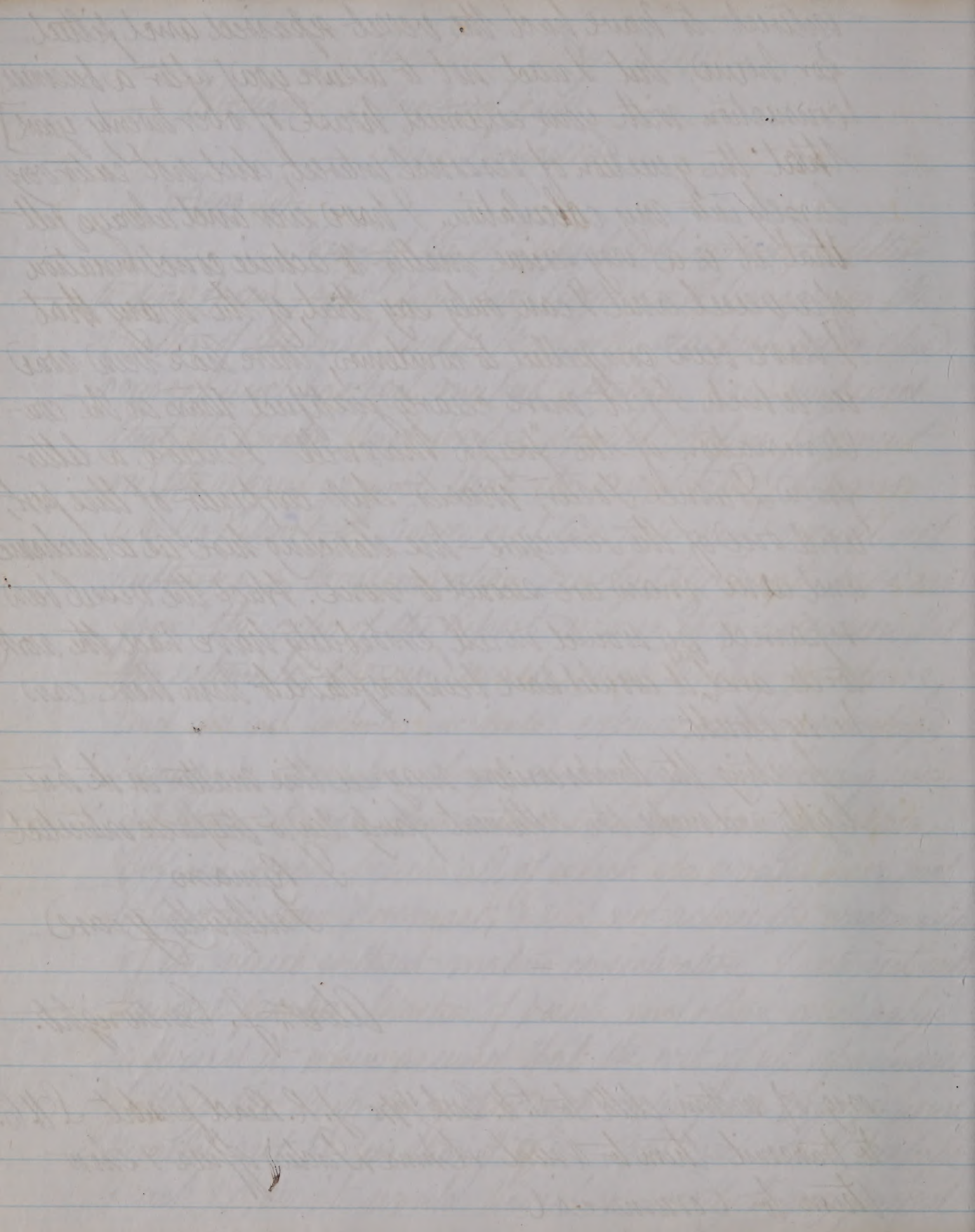
Yours of the 26th April last, covering a letter to you from John P. Tyler Esq. Adjutor of Averages, in the matter of the bark Joseph Maxwell, reached me in due course, and has had my best attention. I am surprised that the Boston Underwriters should decline payment on the alleged ground that the sum total of repairs as per Report of Surveyors [less 1/3 for new] would not authorize a condemnation, surely they must have seen from the copy of the Report now in their possession that the estimate therein made was simply for repairs, and did not include incidental expenses, such as wharfage, Surveyors, Consular charges, discharging and loading, heaving-down, Storage, Commissions, Exchange, board of Captain, Officers & crew, besides all of which she would have had to have a new Foremast, I did not advise the condemnation of the vessel without mature consideration, I advised with several parties, Masters of vessels, and others, and only advised it when assured that the cost of all repairs and putting the ship in a thorough order for a voyage home, would not be less than \$9,000. - Gold and would perhaps reach \$11,000. it would have been greatly to my personal

interest - to have had the vessel repaired and fitted
for home, but I need not to assure you [after a business
connection with your esteemed house of over twenty years]
that the question of personal interest, did not enter very
largely into my calculation. I have ever and always felt
that it is a very serious matter to advise condemnation
of a vessel and I can only say that, of the many that
I have been compelled to condemn, there has been none
in which I felt more clearly justified than in the con-
demnation of the "Joseph Maxwell". I enclose a letter
from Daniel Foster, master ship-carpenter of this port,
and one of the Surveyors - his standing here as a mechanic
and a sea man are second to none. Had the vessel been
repaired, ^{he} would in all probability have had the work
to do and ^{that} it would have been profitable to him there can
be no doubt.

Trusting the Underwriters may see this matter in its true
light, and make the settlement fairly due to the parties interested.
I Remain
Faithfully yours

Alex^r. J. Cartwright.

orig. of within del'd. to S. B. Cook 4/4/75 J. R. Read presnt. S. H. C.
to transmit them to Brit. & China & India Office & show
them to Commercial.



Abstract of Log.

April 24 '1874 Sailed from Japan

May 12 " off Cape Orotacka

12-28-29-30 - working through the ice - ice getting thick - ship in heavy ice

June 2 - Ship in heavy ice - Plover Bay in sight

" 3 - No clear water in sight - drifting through the straits -

" 6 - Still in heavy ice & ice -

" 9 - Ice - 10-11-12 Drifted 13-14-20

July 18 - Ice 28 Cape Linton - Aug 1 Passed Cape Linton -

Aug 4 - N.E. of Port Barrow - 6 Ice 7 Heavy Ice 10 Repairing, last board boat -

Aug 11 - Struck on shoal - 5 P.M. - 2 A.M.

" 23 & 24 ice - 27 Cape Smith & Ice - 30 Ice -

Sept 3 - Port Barrow 11 - ditto - 22. Herald Shoal,

Sept 25 - ^{fresh breeze -} 8 o'clock saw whales - lowered 3 boats got one - 1st party

boiling & late part cutting -

no leak

" 26 - Strong breeze - boiling - saw whales & lowered "

" 27 - Fresh gale - Boiling - at noon cooled down a heavy sea running. Late part breaking out water -

no leak

" 28 - Boiling - 5 P.M. Moderate -

" 29 - " & Strong down Calm -

" 30 Moderate - Boiling & lowered for whales -

October 1st Moderate - briding & lowered -

" 2nd " " & stormy - Herald Island ^{sliter} ^{announcements}

" 3 - Canyng reefed topsail & main sail & jib set -

6 - Stormy -

" 7 - Moderate winds - gannig - lowered -

^{1st} Leak 4000 strokes -

" 8 - Moderate - lowered - Herald Island - lee -

" 9 " " & got one

" 11 - " " "

" 12 - fresh breezes " "

{ " 14 - Cape Lisbon 5 miles off 3 points on lee bow ^{line} ~~4~~ ^{SSW} ^{Hard} S.E. ^{PM}
8 AM Went on the stack - Set fore & main sail - 7 Chrs
reefed main topsail & stay sails blowing a heavy gale from WSW
& leak 6000 strokes - 4

" 15 - fresh gale - wind hauled to N.W.

" 16 - " " - Ice ship - Point Hope 4 points 15 miles

" 17 - " ^{late} " - Pump 2 out of 4 hours -

" 18 - " breezes - East Cape - moderate -

" 19 Drivides - calm all sail set

" 20 Indian Pt - Calm & light breeze.

5 At Plover Bay - 7

- Oct. 21. Arrived at Plover Bay - Boiling "weather looking good" -
 22 - Boiling & stowing oil & setting up stoves -
 23 - Fresh gale & heavy other and over - Boiling - Leak 3000 -
 24. Moderate Boiling & stowing
 25 - Light winds - stowing & getting off water -
 26 - Heavy gale - Stowing water - Sent down ^{topsail} top gallant yards
 27 - Moderate - getting ship ready for sea -
 28 - Light winds - Employed at sundries -
 29 " " " " " "
 30 Sailed

———— " ————
 Moderate ordinary weather except

Nov 7 - Blowing a gale at night - no leak -

" 8 " " " "

5 { " 9 Fresh gale 2 P.M. Land ^{Islands} 2 p.m. on lee bow - Kept off
 & went between islands blowing a heavy gale but want
 boat (expressions) - ^{calm} more moderate

" 10 Fresh breeze -

" 11 " gale but later part more moderate

" 12 Moderate breeze -

" 13 Fresh gale - Later part moderate winds

7 { " 14 - 7 P.M. Blowing a heavy gale - Shipped a heavy sea
 & carried away starboard boat - Sparker & fore topmast
 staysail

Nov 15. Gale continued until later part when more moderate
and on

Nov 16 - Moderate - all sail set - Ship leaking 4000 strokes

Nov 17 Another short blow late part of 17th but at noon

" 18 light winds & all sail set -

which continued till 22nd when leak increased to 8000 -

" 23 Moderate & all sail set -

" 24 Part of day calm but leak increased to 10000

" 25 Light winds - scraping, some breaking up provisions

sending up yards

" 26 Light winds opening sails & taking in darts -

" 27 " working home -

" 28 " " Ship

" 29 " " Sizing home

" 30 fresh breezes working ship

" 31 Made the island & Dec 1 Anchored in Honolulu

Copper was lost in the ice very largely -

As to Captain's statement - 68-69-70-192-194-195

1 dozen sheet off before Arctic -

250 sheets old copper - bought 11 cts. - pyroed at 8.

X of Reed - Remattally hits at S.F.

X Sept. 34 - 37

70 sheets in Plave Bay gone -

Whiting 20. Hit cakes of ice & inward leak

Memm 4" Leak after the strike - & 8"

Goode x 61. Leak just began -

4 each
Ulmer & Lamm 5 each 948 Wanner & Dunfer

Struck in ~~red~~ blue bags.

Hulser & Hulser 34 ECL

Phelps & Phelps - give of 1000 notes with letters -
28 Barb 152 Sutherland

North citation scan & Committee -

Right of Revocation -

II

Sept 25"

III

Sept 27

IV

Oct 14 Cape Lisburne -

Catheads - ice anchor 35 a piece

Flying jib guys - 10 a piece

Knees - 3 x 40 -

Leak in main chains - \$10 - 243 -

Bowsprit spring - 400.

Provent to shroud - 5 -

Mast damaged (off Fox Islands) 500 -

Fore yard -

No Fore shroud -

V

At Plow Bay Oct 21-30

Hawse Pipe 20 gold

Wardlaw/Kues 30 aprin

x + three pmp reason - with the answer only is
Wardlaw - the center of production than the
rest of the

"The Case - that the construction of
the claim of the party is that the
land belongs, as his preliminary proof, and
demonstrated proof in his presentation as an owner
regard regarding a patent (the way of p. 1.)
Last was boat & stove boat."

1825
Allege in his story 6 items of 4 11
"so necessary on a trial of law, a such a
part in the present for the accused to prove
that he exhibited any preliminary proof
to the contrary before he commenced his
action in violation of a patent. It
appears from the matter of evidence
that the human mind could be persuaded
upon doubt as to the subject in a preliminary
to the presentation of the preliminary the contrary
of the party was explicit, the intention of
the party is as strong as the intention
of almost every evidence in a preliminary
action. The negative in regard to evidence
and also seems all that is said about
"my story" ending to every item of evidence
of construction - x x x

NW 14 - VII

Store galley & starboard boat -
Sparkie & fore & main staysail -
Bulwarks started -

Overhead line beam broken - 70.

Caboose - 120 -

Crocker 5

Landy 200 -
11/10/10

Knight threads 2 Saddles

Goode says brownprint spray in the gale 19-

Mr. Slater (New York) -

say it is the well established law in

Σελίδα 47

And Sachse J in Child v Anthonis

Re: J. R. R. v. Phoenix Ins. Co. 3/2/33
"other" claims of the policy issued to R. R. R.
occurred information & the insurer, so that the
myself after I am sure estimate of his
right. date before he was killed & pay"
R. R. R. v. Phoenix Ins. Co. 3/2/33
R. R. R. v. Phoenix Ins. Co. 3/2/33

VIII

Nov 17 -

Revised: 1 Mar 2015

Source not provided - 2 Pkg. Incident -

with well (at) we can have 5/10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1041/104

~~4 Rick 429 9~~

4 pines 132 - 1st & 2nd survey

16. Hamaguchi - Allergies in Am. Co. } better

20 Rock 357 Marked for and = ~~negative~~

192 Nov Rev = all up down

[illegible]

~~Ward / 21 June 2008~~

~~85 and 26 - Chitturam -~~

~~2030.6465~~

Blackey, Phineas
N.Y. St. - New York City 1870

1. Week C.C. 1/45

[illegible]

Outputs

Take down & pull up tympans - they put it there -
but changed 200 gms to 60 - No 187

$\frac{1}{4}$ oil volume - to be added to proceeds - at least -

Finally glad to see in effect -

Owners

Top gallant yard see 226-231.

One owner in passage -
The adult cannot see that they have no
relation but either way - with copyright -

no party repair -

21. Streamers to Council some copyright not
may be made in the city -
Rosenberg if party - see previous
Ladurie
Small
Phillips

Notes - Eames penit, worm eaten

- Whiting 4 - looking to go longer

old ship -

1st voyage master

lost ships -

24th Oct 1901

Lay

Expert in values.

oil sent home - 159000 lbs

12 mbb oil whale

" 15 " "

5-6000 pounds wing

10000 lbs oil

100000 pounds home

8300 lbs wing

appertun 6000 a different gales -

31500

As to included items, claimed & excluded
Folio 17 - Survey very thorough

Adaptor

1/4 of what to be credited
Insurance & Salvage

X Real - What weight of anchor

$$\begin{array}{r} 32322.69 \\ 64645 \\ 161.61 \\ \hline 808.06 \end{array}$$

$$\begin{array}{r} 25112 \\ 225007 \\ 11399 \\ \hline 2373.08 \end{array}$$

N. J. Gray - Whaling master - since 11 - five ships made
 18 years - Been Honolulu after - a dozen times -
 repaired there - Repaired one - Sea Breeze
 Champion ship - '69 Sea Breeze - overseeing
 fifty line

19) So much for cutting - and should it not
 be this that each party should be to the amount
 by itself - 90% party of 30%
 it is total -
 90% the party is correct - and the
 of parties are correct -
 with a 90% party - and of the 10%
 of the party is correct - and of the 10%
 party correct - 90% and can create
 50% = 50% - that a party of 50%
 to supply the make the leak may have been
 caught by the party of 50% - the same
 one as a party of 50% - the same

18) So much for the party of 50% - the party of 50%
 that it was a party of 50% - the party of 50%
 do this - the party of 50% - the party of 50%
 it is correct - and that is the party of 50%
 it is correct - and that is the party of 50%

Chace -

Boat weigh 800 - 1000 -

How many hours

Why run

Redundant jobs

Overhead knee \$200 - \$250 -

What ship repaired in 74 -

Planking 100 - 150 -

Catheads - \$70 - Putty in

Wardless knees & putty in 75 -
2 with 30

Upper breast work - 100 - 125

between decks - 25.

Galley \$150 all around
Separate 75.

~~Harbor Bpe~~

Main chains - Slanted bolts - \$25 - with some
not stay afloat if too weak as to test whole track -
Blacksmith -

Rebolting knees - Put in new knees - 20 - 25

Taking out old 6 - 8 apiece or old -

Repair deck frame charred \$500 - upper

Refasting deck frame { 49 50 52 ¹¹⁷ 115 121-123
 124 125-126 127-261 260
 8129-130-131 }

outboard fastening 600 -
 Labor Strapping 325
 Sheathing 163 - Oak - Pine 75-88

Refasting upper & lower deck frame -
 Lower deck frame 500 more work to be replaced

Hawse pipe (make pattern) 8-10
 all part 30-35

Ship Carpenter 38 cts per hour

Oak Plank 7-9 cts 1 in board measure -
 Timber 10-20 per ton -

170

J. L. Sawyer - Lyons

John W. Howland - Whale pro Rated } brilliant
How many have you } paper
Canned - Receipt - Ring that yard how
Condition when she sailed
Bills -

#40. Overhead house - new beams -
Substituted of use planks 175-200
Old materials #6-8 -

Catheads #68 -

Wood lapp knives & bits 50

Green hook upper #75-
lower 20

Galley 150

Separate 45-55

Hutchins Jo Maxwell

Hawse Pipe 35 - 6-8 Pattern

Iron Pumps 175-200 — {
Wooden .. 90-100 } Pairs -

James N Drews - Personally -
Expense a condition -

Jenney - Feb 19 -
Waiting day when -

~~Boys put~~
Rough sketch - ~~X~~ differs in length -

Friday -

Capt Jennings' will - A F C.

~~Capt~~ W W Smith

Walter Beding sail -
Smithy -

Atkin - Plff - outpts -
Yards - yard

Edwin B. Macy Plffman
Saw lot of old spools in the new
Fancy gallery -
Hyacks - inclined grate

Chapman Plff - ~~Chapman~~
Stork -

Worth statement - of Anthony's checks -

Separation of John T. Webb's
Objectives

Ownership ~~Faber Record Co~~ 2/16

~~AA Seating~~

✓ Thine, Inc. 1/16

✓ WCN Trip 2/16

✓ T Taki 1/21/32

✓ S. R. Bunt 1/16

✓ A. M. Aspin 1/16

✓ B. Cogan 1/16

✓ A. M. Seating 1/16

✓ E. B. F. Macy 1/16

R. S. Howard ^{Egmont} 1/16

✓ R. S. Howard 3/16

✓ Stephen E. Hunkelt 1/16 pay F. R. & Co -

✓ Burke 1/32

Ellis ^{dict} Sept 3"

Mattew Howard -

copy -

attest -

prison -

But no consideration of the reason
in 1710. 6 May 479 - King v. Knollys
in Phillips v. In 1710 -

where the papers are equal they are
in 1802 it was recognized in King v. Knollys Co.
that in some instances has a right to do so -

16 - Under the practice followed -

5 - Energy - doesn't answer for a paper like
Pattin - El Paso 1829 in 4 pages 479 - ch III - 1/15

4 - Value - 1st place only state of goods
3 " " applying only to gradual increase
4 " " is not to be extended to separate
Pattin - El Paso 1829 in 4 pages 479 - ch III - 1/15

14. Value - 1st place only state of goods
Pattin - El Paso 1829 in 4 pages 479 - ch III - 1/15

Clarke 1661 -

13 - The evidence given by the witnesses
Marchandier et qui Mollat à la mer
Clarke 1661 -

2 - Rule that 370 comes from - and case out things
1 - The evidence given by the witnesses
Clarke 1661 -

1- Only claim here is for technical loss for

annuity damages merely -

2- Provision of Policy -

3- Are the facts sufficient to justify abandonment

4- May show that ^{abandonment} ~~the ship~~ had suffered damage by fire insured against ^{in contract} by party or abandonment

merely backing -

5 But they also claim that the aggregate damage was caused by different parts distinct in time, place

cause effect & character and fire is affected by means of distinguishing whether any one of the parts caused

a damage of 100% percent or one of fire per cent

(except as that may be inferred by direct the aggregate)

admitted to be one 50% by the number of parts) and fire also to claim which the other parts

caused a damage of 50 or 50% per cent -

6 The fact alone of distinct parts as follows -

7- Statute question -

8- The law has been decided with the 50% per cent claim

4 1/2 - same reason being 7 1/2 per cent made effect on 100% 7 1/2 should be 100%

9- apply provision of Policy -

10- Reduction as ordered 13 August 1904

11- 100% 50% 100% 100%

12- 100% 50% 100% 100%

13- 100% 50% 100% 100%

14- 100% 50% 100% 100%

15- 100% 50% 100% 100%

16- 100% 50% 100% 100%

17- 100% 50% 100% 100%

18- 100% 50% 100% 100%

19- 100% 50% 100% 100%

20- 100% 50% 100% 100%

21- 100% 50% 100% 100%

22- 100% 50% 100% 100%

23- 100% 50% 100% 100%

24- 100% 50% 100% 100%

25- 100% 50% 100% 100%

26- 100% 50% 100% 100%

27- 100% 50% 100% 100%

28- 100% 50% 100% 100%

29- 100% 50% 100% 100%

30- 100% 50% 100% 100%

31- 100% 50% 100% 100%

32- 100% 50% 100% 100%

33- 100% 50% 100% 100%

34- 100% 50% 100% 100%

35- 100% 50% 100% 100%

36- 100% 50% 100% 100%

37- 100% 50% 100% 100%

38- 100% 50% 100% 100%

39- 100% 50% 100% 100%

40- 100% 50% 100% 100%

41- 100% 50% 100% 100%

42- 100% 50% 100% 100%

43- 100% 50% 100% 100%

44- 100% 50% 100% 100%

45- 100% 50% 100% 100%

46- 100% 50% 100% 100%

47- 100% 50% 100% 100%

48- 100% 50% 100% 100%

49- 100% 50% 100% 100%

50- 100% 50% 100% 100%

51- 100% 50% 100% 100%

52- 100% 50% 100% 100%

53- 100% 50% 100% 100%

54- 100% 50% 100% 100%

55- 100% 50% 100% 100%

56- 100% 50% 100% 100%

57- 100% 50% 100% 100%

58- 100% 50% 100% 100%

59- 100% 50% 100% 100%

60- 100% 50% 100% 100%

61- 100% 50% 100% 100%

62- 100% 50% 100% 100%

63- 100% 50% 100% 100%

64- 100% 50% 100% 100%

65- 100% 50% 100% 100%

66- 100% 50% 100% 100%

67- 100% 50% 100% 100%

68- 100% 50% 100% 100%

69- 100% 50% 100% 100%

70- 100% 50% 100% 100%

71- 100% 50% 100% 100%

72- 100% 50% 100% 100%

73- 100% 50% 100% 100%

74- 100% 50% 100% 100%

75- 100% 50% 100% 100%

76- 100% 50% 100% 100%

77- 100% 50% 100% 100%

78- 100% 50% 100% 100%

79- 100% 50% 100% 100%

80- 100% 50% 100% 100%

81- 100% 50% 100% 100%

82- 100% 50% 100% 100%

83- 100% 50% 100% 100%

84- 100% 50% 100% 100%

85- 100% 50% 100% 100%

86- 100% 50% 100% 100%

87- 100% 50% 100% 100%

88- 100% 50% 100% 100%

89- 100% 50% 100% 100%

90- 100% 50% 100% 100%

91- 100% 50% 100% 100%

92- 100% 50% 100% 100%

93- 100% 50% 100% 100%

94- 100% 50% 100% 100%

95- 100% 50% 100% 100%

96- 100% 50% 100% 100%

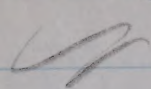
97- 100% 50% 100% 100%

98- 100% 50% 100% 100%

99- 100% 50% 100% 100%

100- 100% 50% 100% 100%

Notes



Labs of abandonment

See Agreement app. date 4/21/77

See Bartlett's about Hullmuth & Marked in -
Pine Island outposts 7/1/75

4th of July duplication

AB price for various things

History of Ship

.. .. myan - Leak

.. .. Case - Intentional to abandon

~~no 50% for~~

whatsoever the damage by sea perils

we take equal treatment & discharge of cargo

no 50% -

but of 50% not 50% on any one - / Questions of Adjustment

distinctive losses -

^{2 others}
Capt's log

Approved Proof of sum

Expert Proof of others

1 Partial Loss & G.A

2 Vessel & Outfit

3 ^{W & T} American Insurance

Questions of Total Loss
adjustments

Preliminary Proof as to Commercial Policies -

No partial loss adjustment -

Abandonments

3 we contested

Holland to China

" " India

Chapman " India

Arbitration -

Logic of input not logic of output

- 1 - Stress measured by dynamometer -
- 2 - Correlation see 31 abandonment not made
- 3 - Juries statement of Corp was presented with Exhibit
- 4 - ~~the negotiation~~ with parties
- 5 - Unit dollar 1919 - 1920 -
- 6 - Current see 29 -
- 7 - Input & Pyl July 5 1915

Fact are then

Like an abandonment - to pay off it -
 Pyl based by it - Another outcome is from
 =
 Suspension after a year - see 1920 1921

Differences in Declaration - Input

On quest = of Reasoning Part =
See Footnote in Commercial Law

Evidence

Log -

Depositors of Memorial

Whitney -
Eames -
Jones -

Capt Beekman -

Selano -

Tammam -

Canter -

Seawell -

Stop

May 1861 N.E. 157 Canastota -
Bentley from 7/10/48 - 4/18/48 -
Carter 1/10/48 80 Co. 147 100/100 -
Plymouth Ocean 22 Pick 191 - 10/18/48
Elizabeth 14/10/48 518 518 518

6 cases of abundance - 5 prescriptions

6 bottles of abundance - 6 cases of abundance

670

6 bottles of abundance - 6 cases of abundance

6 bottles of abundance - 6 cases of abundance

6 bottles of abundance - 6 cases of abundance

6 bottles of abundance - 6 cases of abundance

when it is given a no particular time
qui acquiescent de plus en plus -

Plus après le temps / selon le
votre respectueux -

"Mais n'est-ce point également de l'intérêt du Commerce
qu'il y ait des assurances? et n'est-il point à
craindre qu'en aggraver leur condition, et en les
traitant avec tant de mépris, on ne les dégrader
enfin d'un genre de mérite en leur enlevant
tout pour leur enlever, malgré la nécessité
d'acquiescer. Car, enfin, dans ce cas, ils
ne peuvent jamais tenir en suspension et
eux ont été privés de la part à donner
notamment de leur bonne foi -
votre respectueux

11^e édition, Clergé 1861. A. 7. I. p. 275
Abandonnant tout le monde en lui-même qui se sent
en endormant la moitié de la population"

Ante notandum -

Am. V. Hoffe 23 Jan 683
Hammill & Haden 1298

It's in the same - Shy, happy & separate -

Just - Caravan -

It's in the same - Shy, happy & separate -

qui admet le déplacement long et l'absence
cause à la marchandise un dommage
qui excède la moitié de sa valeur. Car si
si la perte devait être totale, il y aurait
un déplacement bien au delà de ce qui est
et l'absence l'insurmontable ne peut pas pleinement
indemnité; car il est des choses qui augmentent
de jour à autre.

Il est cette règle ne peut avoir d'application
qu'aux marchandises vraiment ornées par
minuterie, ou autre finiture de mer, qu'elle
soit portée sur les flots, ou autrement à elle
dont partie aura été perdue par le jet; le peu
le pillage, ou autrement, et doit l'autre partie
avoir été soustraite pour aucun dommage.

Il est de l'importance de ces choses. Car si
l'absence l'insurmontable ne peut pas pleinement
indemnité; car il est des choses qui augmentent
de jour à autre.

2 Phyls 1532-1541-1548

2 Phyls 1539 - 1538

Ordinance de Louis 2 valin BK III J+II

ARTXVI

Depose Louis me, "thie allus an chandine
when the life comes a dommy & the good when
occure buy their value."

notre departe avec en dangereuse ne
entre grand danger -

notre & cause pour, naitre, fin, echinement

Orde pour en "perte entre de effe cause"
Orde pour en "perte entre de effe cause"
Orde pour en "perte entre de effe cause"

Mais ce sont pertes entres; d'entree il est plus
agrement a la lettre; on ne souffrirait point
interposition, de maniere que la perte est totale
de au moyen de l'arriere, il n'y a plus de profit
entre la valeur du effet au temps de l'arriere
et celle qui s'en est apres le dommy; qu'il est entree
de la cause entree et fin cela se perdrait
pour n'y avoir l'acte premier ch 7 du bndin

Deborah 4 Jan 867

George II p 314 ed Jan 1727

Callan

Palmer's Comments 107 map 532

1 Jan 241

Start Jan 214 - 1819

"1st of a ship during the summer of the year
was damaged (the ship was not
lost) but was 3% percent and the put
water in the ship and a repair was
made before he arrived at a certain time
during the summer of the year 1819
the ship was 3% percent
with the water in the ship?
There is a ship which was in the
water in the ship - The ship is not the
for an accident - The ship is 3% percent

"The insurance is against a specific ship
not against the vessel of course -
Argue to Blackett Royal & Co

23 Jan 230

"The difficulty is getting the money
or selling the ship at a time when the market
is not the same as when the ship was
bought - The market is not the same
Phillips Jan 1818 pp 493-494

2 Jan 230

Ammonia is used in the paper industry to equalize pH
A cup under 5% can be added to a cup of 46%
to make a 25% cup - The top of a 25% ammonia
to difference -

But should be uniform -

✓
Potting
After the ammonia was used

Aluminum - 104 map 534 -
Ammonium

Of all together we can use 1/4 of cup of ammonia
to make a 25% cup - The top of a 25% ammonia
to difference -
Ammonia is used in the paper industry to equalize pH
A cup under 5% can be added to a cup of 46%
to make a 25% cup - The top of a 25% ammonia
to difference -

Printer's Marks - 1828. 7 Pick 267
Says No 15 English Reader

590
Baldwin look at the matter honestly

All the property provided that - no other

State the same in application

The 37% is a proportion of per cent top

Suppose that of 500 there are 13 estates
 124% - The the above would give that

The land would remain for a 500 top
 of 1000 upon which no revenue could be

had - as is the case suppose, which cannot
 with all that the planity has proved, that

top be 1' could be any of 3% of the

"	"	"	"	"	"	2	"	"	10%	"	3%	of the
"	"	"	"	"	"	324	"	"	15%	"		
"	"	"	"	"	"	5	"	"	8%	"		
"	"	"	"	"	"	627	"	"	15%	"		
"	"	"	"	"	"		"	"	51%	"		

the land could be made for the top
 actually mean of a part of the land really
 in which the amount is not less for a
 the land - a contract with the

This is a model of a land

[illegible]

mem: from Capt. McKim's description -

Acetic.

W & H. 32. no damage to clothing, copying

causing staining.

H. 33. staining heavy. this would increase

the need of causing of staining.

H. 39 " the of bleaching gone - compare

this with many, as to how much water has been used

H. 40. the overhead house

H. 53. the rigging

H. 54 " " fully tested & turned

of Beckman

the same it often, when it still
sells, that ~~the same~~ ^{the same} ~~has~~ ^{has} ~~been~~ ^{been} ~~working~~ ^{working}?
Great hook, on bank, must
be many if there has been ~~many~~ ^{many} ~~to~~ ^{to} ~~be~~ ^{be} ~~seen~~ ^{seen}

Looking over another chain
left hook - chain kept out -
the hand fast - when they was
often.

To could what many call in
subscribing to take some by water -

much has been go back of coffee of
in the the hand of some.
Great chain with 4 each other 3
hand ^{not} ~~chain~~ ^{chain} to open to each, if any
chain has worked out.

Continued

6074	Thorne, Alice	- 2500.	- 1100.	26000.
6075	McKinnon & Co. Rice	- 2250	- 1100	25000.
6076	WCA Smith	- 500	- 1100	29000.
6081	F. T. Allen	- 1125	- 1100	25000.
6082	S. F. Hunt	- 2250	- 1100	2500
6083	W. C. Cays	- 2250	- 1100	25000

Attendance at the retreat -

One

Tan Rodick	2250	- 11000.	- 25000.
Harry Green	2250	- 11000.	- 25000.

China

A. H. Seaman

good case about 13
1945 or 1946
Pick 485
343

3 redictorials -

Conk v Cummings 21 Pick 66 same
difficult to find (a ying)

Hall's case 21 Pick 472 - (4) 91

win - Particular Average 57%

Practice in this case.

See also case papers, 571/6 -

Heckler v Eagle - 10 Grey -

0.132. Agreement -

Radburn v Commercial 2 Alln. 93 -

Item determined the total loss in the feet
sent to America - 1014 Grey -

= Howe v Washington - 12 Alln. 391

Sent to America -

Howe v Faking, Inc. 20 Pick 398

Benjamin v Faking, Inc. 20 Pick 398 -

Every v Faking, Inc. 20 Pick 398

Special examples of trying a case like this
to my with an adjustment - promising

made in - Pick v Faking, Inc. 20 Pick 398 -

It is vs Faking, Inc. 9 Pick 484. Many decided no
total loss in the property damage sent to America
accordingly -

The average is fairly high
at the indicated with a number that they
are not ~~the~~ the was not raised -

6 - Cattle
Rattle quite clear is

6/2/204

Cattle quite clear is

Make a lot of up movements a lot of up

5 - Cattle can better direct waves of the sheep

after reading

1 Right to be heard in all matters.

2 - No later than 10 days after the date of the decision.

3 - It remains a party to the proceedings until the decision is made a valid abandonment.

4 - When a party has no right of action exists until the 60 days after proceedings are discontinued.
The court - Wellman v. B.C. & Co. 2 Q.B. 480.
Citation v. B.C. & Co. 2 Q.B. 25.

5 - ~~Under the party~~ ^{an abandonment} ~~has a party to the proceedings~~
is bound to pay all expenses of the party &
create the undertaking to act accordingly.
He also has the means in his possession -

6 - ~~When the right to be heard exists only~~
~~by a party to the proceedings~~ ^{by a party to the proceedings}
and the court orders 50% of the
of that party before the court - at the party's expense
there is a party to the proceedings.

7 - Right to be heard in all matters.

4' That no sufficient abandonment has been made - and nor very much at all -

5' That the suits are prematurely brought in that no sufficient preliminary proof has been made to the satisfaction before suit brought -

6' That the suits are prematurely brought in that the parties promise for arbitration -

7' The parties even have a clause "upon each interest separately a release in the margin"

8' From the sale & attachment of sale before abandonment then with retention -

9' The suits are prematurely brought in that the parties promise for arbitration -

10' Abandonment -

The claim is for total loss "for amount of damages" ^{being}

Distinguishing: Actual total loss

2 Constructive total loss

by necessary sale

by market premium

Constructive total loss for amount of damages greater
is simply a partial loss exceeding 50% of valuation
by American Ins. Law.

and by market policy also exceed "amount insured" -

This is a plain matter of figures -

Differences on which we rely -

1st That the loss - if one - made an adjustment
would not amount to the 50%

2nd That there are two losses which cannot be
added together & so the loss is in the entire 50% value
not amount upon either to 50% -

3rd That ~~the market value of the property~~

3rd That as the valuation and amount insured
vary in the different policies even if there should be
a total loss under some that there would not be under
others -

For Macwell -

Motion for Auditor -

"to state an adjournment of the day" as of a
particular day:-

I - History of the case -

II - The Pleading

III - The issue

IV - Motion for Auditor -
1. Claim is for monetary damages merely
2. Defendant -

IV - Motion for Auditor to direct the Court -

V - Reason in the case -

Reggie & Marybeth 7 Aug 1966

Butter & Buns 4 Gray 457

Amount for price of car sold by Pitt
12/27/18

Agrees that sale was with warranty
of soundness + car was not sound
+ that Pitt trusting full value of
car + but the man with court

Wetlock J. from action for breach of

warranty on sale of chattel the rule
of damages is the difference between
the actual value + the value if they
had conforming to the warranty -

The rule is same in an action for a
deceit in the sale

And the same principle is applying
in suit by seller for price of chattel
warranty if they do not conform to
warranty - Pitt in such case can
recover no more than actual value
of chattel in their condition at time of

See - Reigis v Maggatti, 100 Ark 168
Some get 1/2 of both + 1/2 of 1/2

State v. Hale 11 Nov. 308.

State v. Brown 14 May 460.

The application of the rule is not changed by the fact that the purchase of a warranty article has been made in advance on what he pays.

See also 100 N. 237

The disposition after a purchase

where of property is an independent

contract over having no connection with the bargain by which he acquires the title.

Rule of Always on Preaching Warnings

~~Angels v Devils~~ 18th Dec 2401

~~Brown v Bigelow~~ 10 Dec 2412

Self taught know of self with
warning of consequences -

And does the same to others as

an advance

These prove that self is not

even talk about warnings but not

such a well indicate a permanent

effect

At the center of this fact that

warning of consequences was not a

warning against this particular

lawless

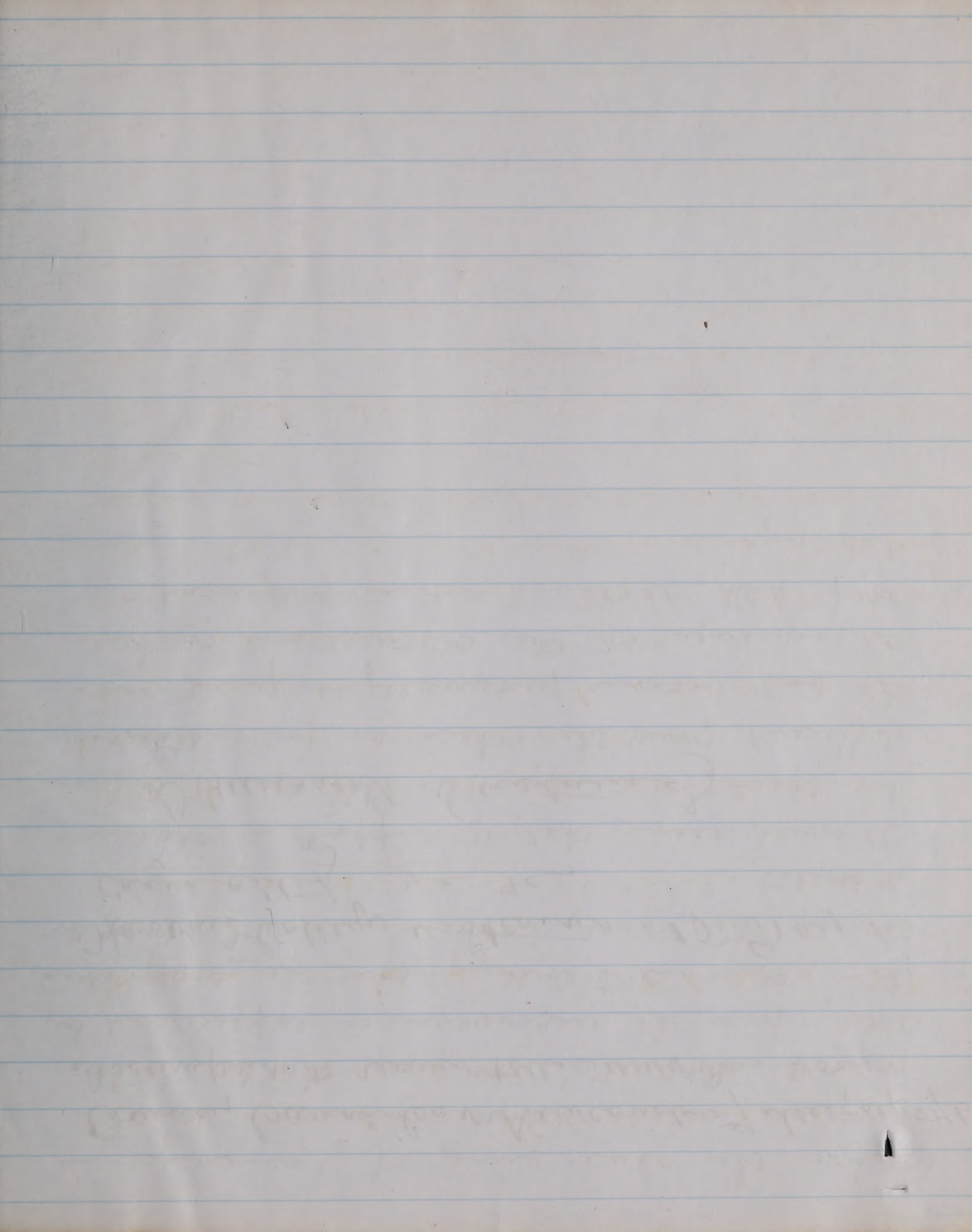
Rejection of. Rule of Always on Preaching

warnings as one of charity is the

difference between actual value of

article itself + value of same article if it

had been other people's property it is



Rising Canal Co v Vincent 7 March 276
Account to account till 4/14/276

Howard College v Moore 15 May 1
Account to account

Sturges & Co

after the same kind of damage in
a greater or less degree however remote
from the obstruction because the less ones
arise from the inconvenience experienced by
the Public in travelling over the way and
thence the travel is lessened stopped or
diverted.
It would seem that to support a claim
for special damage the Plaintiff must either
differ from the others as for instance
he has become personally injured in
consequence of the obstruction or his
shop has received some physical
damage.

-Trade is not a damage of the same

kind although differing in degree from
that suffered by communist at large
+ it is not Stalin-Foxon decision +
+ Bigelow distinction a false one -

For all such damage in the context
of a diminished trust which is occasioned
by the inconvenience to the General Public
of the loss of English might about 1945
because of the inconvenience to the Public
occasioned by the obstruction

for Mike Thompson's letter on cities in
Stalin-Foxon - it appears that Pitt was a
breakdown by the side of Public Thompson's
in consequence of an obstruction placed across
Stalin-Foxon Pitt was prevented from carrying
on his business in so it appears a manner that
deprived of great gain profits.
The Court decided that an action will be

Yet it would seem that every American +
trader on that Street and even in the
vicinity + so in the whole community would

Baker v. Moore, 188 Ragm. 1091

Quachet v. Miller 4 Chanc. & S. 101

Greely v. Coe, 2 Bing. 263

Morgan v. de la Roche, 1 Bing. 26 222

Baker v. de la Roche, 2 Chanc. & S. 213

Wick v. Thompson, 2 Bing. 26 261

Upon the authority of the case cited

the Court held that a species of damage

had been shown by Pelt in having his

wharves obstructed, access to his wharves

prevented, access by tenants & left

vacant & reduction of rents &

therefore ~~was~~ judgment reversed

~~~~~

New in Millard v. Bell of Cambridge, 188 Ragm.

101 refers to Stetson v. Foxon & distinguishes it

from that case by the fact that in Stetson v. Foxon

the nuisance causing the obstruction & block

prevented was erected directly against and

adjoining on the estate of the Pelt & therefore

travels therefrom it did not appear that

any other person sustaining a similar injury

arose. It was accordingly affirmed by the division  
of travels was depreciation of rents, loss of



Robertson v. Faxon 19 Pick 147

Action on the case -

1805 Mass

Defendant ~~having~~ erected a warehouse projecting  
several feet into the street and beyond the  
Plaintiff's warehouse standing near with him  
of the street whereby the Plaintiff's warehouse  
was obscured from the view of passengers and  
travel was directed to a distance from it  
+ in consequence it was rendered less  
eligible as a place of business and Pitt  
was obliged to remove the road.

They were instructed that if Plaintiff showed  
evidence + that they had been refusing  
removing by them + over ground occupied by  
defendant's building + Pitt had obtained  
special ruling in his papers by reason of  
such action this was a special finding  
but which he might remove -

Pittman J. cited Y.B. 27 Ed. 8 p. 10 page 27

State v. 73 William Case - Faxon v. Patrick East 194

Robertson v. Faxon 1805 Mass 147

17 Ed. 847 Robertson v. Faxon 1805 Mass 147



law indictment But without such damage  
some provision as to other persons, the  
highway than another still he cannot have  
his action. What is such special damage  
is often a difficult question but it seems  
to be settled that it must differ not only  
in degree but in kind from that which  
is common law, & refers to Stollen v  
Taven infra for a discussion of that question.

A new trial was asked in this case  
because it was held that the corporation  
<sup>was</sup> might be liable for the outworn act  
of its agents but not for the unlawful acts  
if the special damage was proven &  
the evidence on the question of agency  
was not admitted



# Application of the Principle

that to make an individual to receive in an action of tort vs anyone who or - construct a public highway to be must show a special damage differing not only in degree but also in kind from that suffered by the community at large otherwise the case remedy is by injunction

Shay v Boston #19 Pick 511\*

The action by the owner of a message bringing on West Square - Breckinridge alleged dropping of the box, erection of stall, benches to in Forester Alley which was a way which Offt by reason of their action + ownership of a message they had a right to enjoy - + that the erection of the stall etc interrupted the enjoyment of going way - Also charges the erection of fence buildings which obstructs the light in the alley -

Verdict for Offt -

Shaw. C.J. - It is well settled that if an individual after special damage by an unlawful action obstructing a highway he shall have his action although the party doing the act is liable







Bras no. in market

Heracles

Lower Eagle & Co.  
10 May 5.10 -



1. *Corr de Petrus*  
d'abandonment. date & cause -  
d'adoption -



